

St. Mary's Episcopal Church

Wi-Fi Terms and Conditions of Use

Please read the following information carefully before using this service. You may not use the service without accepting these Terms and Conditions.

Welcome to the wireless high-speed Internet access system ("Wi-Fi System") at St. Mary's Episcopal Church. These "Terms and Conditions of Use", govern your rights and responsibilities and our rights and responsibilities relating to the use of the Wi-Fi System at St. Mary's.

Acceptance of Terms and Conditions of Use

1. YOU HAVE READ, UNDERSTAND AND AGREE TO THE TERMS OF THIS AGREEMENT AND
2. YOU ARE AT LEAST 18 YEARS OF AGE.

If you do not agree to the terms of this Agreement, you may not use the Wi-Fi System.

Description of Wi-Fi System/Service Availability

St. Mary's will provide access to the Wi-Fi System at locations that have been equipped with wireless access points. Access points or Enabled Locations may not be available in all areas of St. Mary's, and may not always be operational.

St. Mary's will provide you with wireless connectivity information upon request and acceptance of this agreement.

Fee for Wi-Fi System

The Wi-Fi system at St. Mary's is provided "free of charge" as a value added service to parishioners, visitors, and business partners of St. Mary's.

Access to Internet

St. Mary's does not screen or restrict access to any content placed on or accessible through the Internet. St. Mary's also does not screen or restrict communications between parties via the Internet. You acknowledge that if you access the Internet you may receive or be exposed to content, goods or services which you consider to be improper, inaccurate, misleading, defamatory, obscene or otherwise offensive. You agree that St. Mary's is not liable for any action or inaction with respect to any such content on the Internet accessible through the Wi-Fi System.

Your Responsibilities

You must (1) provide all equipment (including computer hardware and software, personal digital assistants, wireless network cards, etc.) to connect to the Wi-Fi System, (2) comply with local,

state, federal and international laws and regulations, including but not limited to copyright and intellectual property rights laws. You agree to be responsible for and to bear all risk and consequences for (1) the accuracy, completeness, reliability and/or usefulness of any content available through the Wi-Fi System and (2) all communications that you send or receive via the Wi-Fi System. St. Mary's does not undertake the security of any data you send through the Wi-Fi System and it is your responsibility to secure such data.

Acceptable Use Policy

All users of the Wi-Fi System must comply with this Acceptable Use Policy (AUP). This AUP is intended to prevent unacceptable uses of the internet. St. Mary's does not actively monitor the use of the Wi-Fi System under normal circumstances. Similarly we do not exercise editorial control or review the content of any Web site, electronic mail transmission, newsgroup or other material created or accessible over or through the Wi-Fi System. However, we may remove, block, filter or restrict by any other means any materials that, in our sole discretion, may be illegal, may subject St. Mary's to liability or may violate this AUP. St. Mary's may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violation of this AUP may result in the suspension or termination of your access to the Wi-Fi System.

The following constitute examples of violations of this AUP.

You agree to not use the Wi-Fi System to:

(1) Transmit any material (by uploading, posting, email or otherwise) that is unlawful, threatening, abusive, harassing, tortuous, defamatory, obscene, libelous, invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable;

(2) Harm, or attempt to harm, minors in any way;

(3) Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Wi-Fi System;

(4) Transmit any material (by uploading, posting, email or otherwise) that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non disclosure agreements);

(5) Transmit any material (by uploading, posting, email or otherwise) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

(6) Transmit (by uploading, posting, email or otherwise) any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation;

(7) Transmit any material (by uploading, posting, email or otherwise) that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(8) Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

(9) Intentionally or unintentionally violate any applicable local, state, national or international law, or any regulations having the force of law;

(10) "Stalk" or otherwise harass another; or collect or store, or attempt to collect or store, personal data about third parties without their knowledge or consent;

(11) Resell the Wi-Fi System without St. Mary's authorization;

(12) Use the Wi-Fi System for high volume data transfers, especially sustained high volume data transfers, hosting a web server, IRC server, or any other server.

You understand and agree that St. Mary's may disclose your communications and activities using the Wi-Fi System in response to lawful requests by governmental authorities, including Patriot Act requests, and judicial orders.

St. Mary's requests that anyone who believes that there is a violation of this AUP direct the information to Administrator@stmarysepisc.org and include "WIFI" in the subject line. If available, please provide the following information:

- (1) the IP address used to commit the alleged violation;
- (2) the date and time of the alleged violation, including the time zone;
- (3) evidence of the alleged violation; and
- (4) your contact details including full name, email address and telephone number.

When reporting an issue regarding unsolicited email please provide a copy of the email messages with full headers which typically provides all of the above data. Other situations will require different methods of providing the necessary information.

Termination

You agree that St. Mary's may terminate this Agreement and cancel your access to the Wi-Fi System at any time, without notice and for any reason including, but not limited to, violation of any of the terms and conditions of this Agreement, security or safety reasons, and/or using the Wi-Fi System to perform any illegal activity. You further agree that in the event of termination for any reason, St. Mary's will have no liability to you.

Notice of Problems or Complaints

If you experience a problem accessing or using the Wi-Fi System, report the problem by calling 886-4756 or by emailing administrator@stmarysepisc.org and include "WIFI" in the subject line.

Modifications

St. Mary's may, at its sole discretion, modify the terms and conditions of this Agreement, including the AUP, at any time. Such modifications shall be binding and effective at all times. By continuing to use the Wi-Fi System after such modifications, you accept and agree to any and all such conditions.

Indemnification

You shall defend, indemnify and hold St. Mary's and its corporate affiliates and their respective officers, directors, stockholders, employees, contractors, agents, successors and assigns harmless from and against, and shall promptly reimburse them for, any and all losses, claims, damages, settlements, costs, and liabilities of any nature whatsoever (including reasonable attorneys' fees) to which any of them may become subject arising out of, based upon, as a result of, or in any way connected with, your use of the Wi-Fi System or any breach of this Agreement.

No Warranty

THE WI-FI SYSTEM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND. MOUNT AUBURN DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. MOUNT AUBURN MAKES NO EXPRESS WARRANTIES AND CUSTOMER WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH MOUNT AUBURN OR THE INTERNET GENERALLY. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THERE ARE, AND ASSUMES ALL RESPONSIBILITY RELATED TO, THE SECURITY, PRIVACY AND CONFIDENTIALITY RISKS INHERENT IN WIRELESS COMMUNICATIONS AND TECHNOLOGY AND MOUNT AUBURN DOES NOT MAKE ANY ASSURANCES OR WARRANTIES RELATING TO SUCH RISKS. NO ADVICE OR INFORMATION GIVEN BY MOUNT AUBURN OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY.

Limitation of Liability

ST. MARY'S, ITS EMPLOYEES, AGENTS, VENDORS, AND LICENSORS ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING, EITHER DIRECTLY OR INDIRECTLY, FROM YOUR USE OF THE WI-FI SYSTEM OR THE INTERNET, SPECIFICALLY INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.

Signature and Date